

119760

# Real Estate Contract

- PARTIES AND DATE:** This contract is entered into on the 21<sup>st</sup> day of June, 1994, between KENNETH M. SORENSEN and BRENDA S. SORENSEN, husband and wife, as SELLER and RICHARD L. VANKEUREN a single person, as his separate estate, as PURCHASER.
- SALE AND LEGAL DESCRIPTION:** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skamania County, Washington:

Legal description attached hereto as Exhibit "A". A map setting forth the approximate location of the easement reserved unto sellers, is attached to this contract as Exhibit "B", however such map is not part of the legal description herein, and is given only for purpose of an aid.

- (a) **PRICE:** Purchaser agrees to pay:

Total Purchase Price	\$ 60,000.00
Less Down Payment	\$ 6,000.00
Results in Amount financed by Seller.	\$ 54,000.00

- (b) **PAYMENT OF AMOUNT FINANCED BY SELLER:** Purchaser agrees to pay the sum of Fifty Four Thousand and 00/100 Dollars (\$54,000.00) as follows:

Five hundred and 00/100 Dollars (\$500.00), on or before the 1<sup>st</sup> day of September, 1994, and a like amount each and every month thereafter on the same day until paid in full. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of seven and one-half percent (7 1/2%) per annum from the 21<sup>st</sup> day of June, 1994. From each such payment so made shall first be deducted from interest due to date and the balance thereof shall be applied in reduction of principal.

Payment shall be made at: First Independent Bank, Stevenson, Washington, and any other place as Seller may direct from time to time in writing.

- OTHER ENCUMBRANCES AGAINST PROPERTY:** The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations:

Those disclosed of record as set forth on the preliminary commitment for Title insurance.

- FULFILLMENT DEED:** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract, by, through or under persons other than the Seller herein.

- POSSESSION:** Purchaser is entitled to possession of the property from and after the date of this Contract.

- TAXES, ASSESSMENTS AND UTILITY LIENS:** Purchaser agrees to pay **REAL ESTATE TAXES** taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may in good faith contest any such taxes or assessments so long

FILED FOR RECORD  
 SKAMANIA CO. WASH  
 BY Brenda Sorensen  
 JUN 21 12 25 PM '94  
 P. Johnson  
 AUDITOR  
 GARY M. OLSON

Glenda J. Kimmel, Skamania County Assessor  
 By: Glenda J. Kimmel Parcel # 2-6-33-101  
 6/21/94

16680

**REAL ESTATE TAXES**  
 JUN 21 1994  
 PAID 768.00  
Al Deputy  
 SKAMANIA COUNTY TREASURER

as no forfeiture or sale of the property is threatened as the result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to the Seller's interest under this Contract.

8. INSURANCE: Purchaser agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by the Purchaser plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to Seller as their interests may appear and then to Purchaser. Purchaser may within thirty (30) days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.
9. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS: If Purchaser fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Purchaser shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
10. CONDITION OF PROPERTY: Purchaser accepts the property in its present condition and acknowledges that Seller, their agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.
11. RISK OF LOSS: Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.
12. WASTE: Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.
13. REMOVAL OF TIMBER AND OTHER NATURAL RESOURCES: Purchaser covenants not to sever any timber from the property, or remove any merchantable resource therefrom, without the written consent of Seller; provided however, that the purchasers use of down or dead timber solely for personal residential heating purposes is excluded from said covenant. Violation of this provision shall constitute a Default under this contract, and is subject to all the Default provisions herein, including the right to accelerate the balance due and owing at the time of the Default, together with any other remedies available at law to the Seller.
14. CONDEMNATION: Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within thirty (30) days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the

property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

15. **DEFAULT:** If the purchaser fails to observe or perform any term, covenant or condition of this Contract, Seller may:
- (a) Suit for installments. Sue for any delinquent periodic payment; or
  - (b) Specific Performance. Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or
  - (c) Forfeit Purchaser's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) The Purchaser's rights under the Contract shall be canceled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property and improvements to the Seller ten (10) days after the forfeiture.
  - (d) Acceleration of Balance Due. Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, if any, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest and late charges, if any, and reasonable attorney's fees and costs.
16. **RECEIVER:** If Seller has instituted any proceedings specified in Paragraph 15 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
17. **PURCHASER'S REMEDY FOR SELLER'S DEFAULT:** If Seller fails to observe or perform any term, covenant or condition of this Contract, Purchaser may, after thirty (30) days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
18. **NON-WAIVER:** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
19. **ATTORNEY'S FEES AND COSTS:** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.
20. **NOTICES:** Notices shall be either personally served or shall be sent certified mail, return receipt requested by regular first class mail to Purchaser at PO Box 891, Stevenson, WA 98648, and to Seller at 18 Sorensen Road, Lyle, WA 98635, or such other addresses as either party may specify in writing to the other party. Notices

shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

- 21. TIME FOR PERFORMANCE: Time is of the essence in performance of any obligations pursuant to this Contract.
- 22. SUCCESSORS AND ASSIGNS: Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and Purchaser.
- 23. DUE ON SALE: If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a Purchaser's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire purchase price due and payable. If one or more of the entities comprising the Purchaser is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than three (3) years (including options for renewals), a transfer to a spouse or child of Purchaser, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condempnor agrees in writing that the provisions of this Paragraph apply to any subsequent transaction involving the property entered into by the transferee.
- 24. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER:

*Kenneth M. Sorensen*  
KENNETH M. SORENSEN

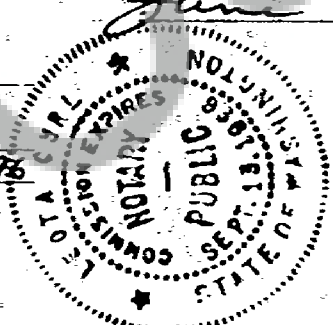
*Brenda S. Sorensen*  
BRENDA S. SORENSEN

STATE OF WASHINGTON )  
                                  : ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that KENNETH M. SORENSEN and BRENDA S. SORENSEN signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED & SWORN to before me this 20<sup>th</sup> day of June, 1994.

*Peter Curl*  
Notary Public for Washington  
Residing at Lytle  
My commission expires Sept 13 96



PURCHASER:

*Richard L. VanKeuren*  
RICHARD L. VANKEUREN

STATE OF WASHINGTON )  
                                  : ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that RICHARD L. VANKEUREN signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day of June, 1994.

*John H. Lidal*  
Notary Public for Washington  
Residing at Bellevue  
My commission expires 9-28-97

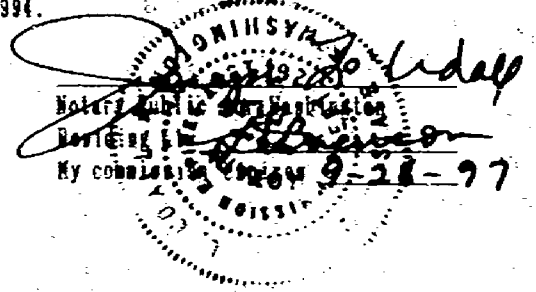


EXHIBIT "A"  
LEGAL DESCRIPTION:  
Skamania County, Washington

BEGINNING at the Northeast corner of Section 33, Township 2 North, Range 6 East of the Willamette Meridian; thence South along the East line of the Northeast quarter of said Section 33, 2050 feet, more or less, to the North line of the Madsen tract, as recorded in Book 65, Page 437; thence West along the North line of said Madsen tract and a projection thereof 678 feet, more or less, to the East line of the Larson tract, as described in Book 32, page 482; thence North 19° 47' East along the East line of the said Larson tract, 128.7 feet, more or less, to an angle point in said Larson tract East line; thence North 76.8 feet to the Northeast corner of said Larson tract to the West line of the East half of the East half of the Northeast quarter of Section 33, 1220 feet, more or less, to a point 660 feet South of the North line of said Northeast quarter of section 33; thence West parallel to the North line of said Northeast quarter of Section 33, 330 feet, more or less, to the East line or a southerly projection of said East line of the Jack Fuller tract as described in Book 54, Page 473; thence North parallel to the West line of the East half of the Northeast quarter of said Section 33, 660 feet, more or less, to the North line of the said Northeast quarter of Section 33; thence East 990 feet, more or less, to the POINT OF BEGINNING, containing 35.5 acres, more or less.

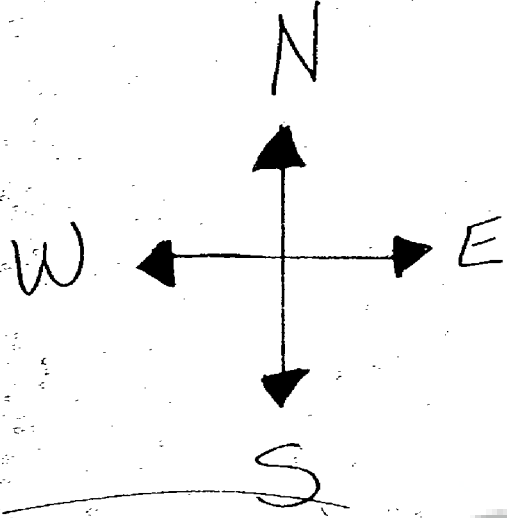
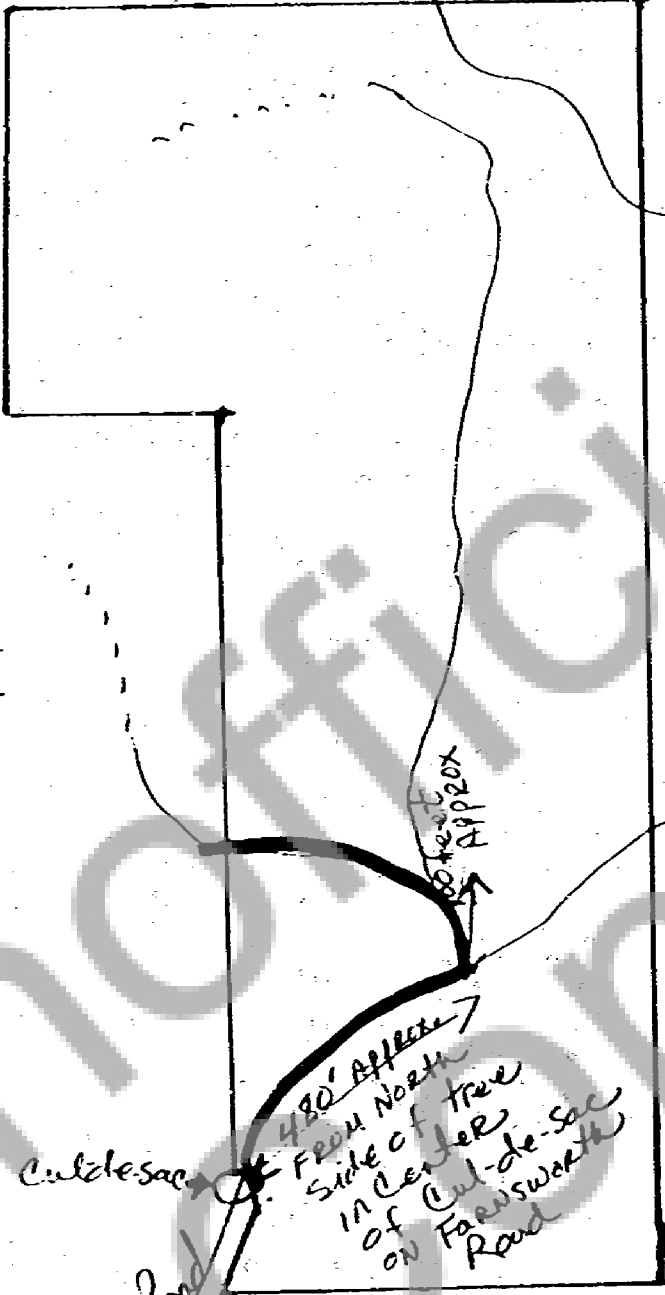
RESERVING UNTO THE SELLERS, their heirs and assigns an easement 60 feet in width for the purpose of ingress, egress and utilities over and across the aforescribed premises, beginning at the Southwest corner of the property where Farnsworth Road ends in a cul de sac, thence from the north side of a cedar tree presently existing and growing in the cul de sac, northeasterly on the existing private road known as Mandi Lane for approximately 480 feet; thence north on an existing dirt road approximately 100 feet to the point of an intersection with a dirt road; thence northwesterly on an existing dirt road until it intersects with the west property line running north and south of the above-described property.

TOGETHER with and subject to a 60 ft. wide easement for ingress and egress and public utilities over, under and across the existing road to the Rodney McCafferty tract as recorded in Book 76, page 483, Records of Skamania County, Washington.

SUBJECT TO Bonneville Power Administration right-of-way.

EXHIBIT "B"  
EASEMENT RESERVED UNTO SELLERS

Duncan Creek



APPROXIMATE  
LOCATION  
OF MANDI  
LANE  
(PRIVATE)

Fortworth Road  
(Private)

Parcel 02-06-33-0-00-0101